

# **EXHIBIT A**

Approved, SCAO

Original - Court  
1st copy - Defendant2nd copy - Plaintiff  
3rd copy - Return

|  |                       |                      |
|--|-----------------------|----------------------|
| STATE OF MICHIGAN<br>JUDICIAL DISTRICT<br>JUDICIAL CIRCUIT<br>COUNTY PROBATE | SUMMONS AND COMPLAINT | CASE NO.<br>18- -CBB |
|--|-----------------------|----------------------|

Court address

180 Ottawa Ave. NW, Grand Rapids, MI 49503

Court telephone no.

(616) 632-5220

Plaintiff's name(s), address(es), and telephone no(s).

MPD WELDING-GRAND RAPIDS, INC.

Defendant's name(s), address(es), and telephone no(s).

EMCASCO INSURANCE COMPANY and EMC  
PROPERTY & CASUALTY COMPANY

v

Plaintiff's attorney, bar no., address, and telephone no.

Gregory N. Longworth (P49249)  
CLARK HILL PLC  
200 Ottawa Ave. NW, Ste. 500  
Grand Rapids, MI 49503  
(616) 608-1100

EMC Property & Casualty Company  
Attn: Gary Pingel, Michigan Resident Agent  
5826 Executive Drive  
P.O. Box 30546  
Lansing, MI 48909

**SUMMONS** NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

|                       |                                     |                                     |
|-----------------------|-------------------------------------|-------------------------------------|
| Issued<br>APR 04 2018 | This summons expires<br>JUL 04 2018 | Court clerk<br>LISA POSTHUMUS LYONS |
|-----------------------|-------------------------------------|-------------------------------------|

**Family Division Cases** (The following is information required in the caption of every complaint and is to be completed by the plaintiff.)

- ☐ This case involves a minor who is under the continuing jurisdiction of another Michigan court. The name of the court, file number, and details are on page \_\_\_\_ of the attached complaint.
- ☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

|            |       |         |
|------------|-------|---------|
| Docket no. | Judge | Bar no. |
|------------|-------|---------|

**Civil Cases** (The following is information required in the caption of every complaint and is to be completed by the plaintiff.)

- ☒ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

|            |       |         |
|------------|-------|---------|
| Docket no. | Judge | Bar no. |
|------------|-------|---------|

**VENUE**

|  |   |
|--|---|
| Plaintiff(s) residence (include city, township, or village)<br>Grand Rapids, Kent County, MI | Defendant(s) residence (include city, township, or village)<br>Lansing, Ingham County, MI |
| Place where action arose or business conducted<br>Grand Rapids, Kent County, MI              |   |

4.4.18  
Date

/s/ [Signature]  
Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Note to Plaintiff: The summons is invalid unless served on or before its expiration date.

**SUMMONS AND COMPLAINT**  
Case No. 18- -CBB

**PROOF OF SERVICE**

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

**CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE**

|  |    |   |
|--|----|---|
| <input type="checkbox"/> <b>OFFICER CERTIFICATE</b><br>I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required) | OR | <input type="checkbox"/> <b>AFFIDAVIT OF PROCESS SERVER</b><br>Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization required) |
|--|----|---|

- ☐ I served personally a copy of the summons and complaint.  
☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with \_\_\_\_\_  
 List all documents served with the Summons and Complaint

\_\_\_\_\_ on the defendant(s):

| Defendant's name | Complete address(es) of service | Day, date, time |
|------------------|---------------------------------|-----------------|
|                  |                                 |                 |
|                  |                                 |                 |
|                  |                                 |                 |

- ☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

| Defendant's name | Complete address(es) of service | Day, date, time |
|------------------|---------------------------------|-----------------|
|                  |                                 |                 |
|                  |                                 |                 |
|                  |                                 |                 |

I declare that the statements above are true to the best of my information, knowledge, and belief.

|                       |                |     |                  |                      |
|-----------------------|----------------|-----|------------------|----------------------|
| Service fee           | Miles traveled | Fee |                  | Signature            |
| \$                    |                | \$  |                  |                      |
| Incorrect address fee | Miles traveled | Fee | <b>TOTAL FEE</b> | Name (type or print) |
| \$                    |                | \$  |                  | Title                |

Subscribed and sworn to before me on \_\_\_\_\_, \_\_\_\_\_ County, Michigan.  
Date

My commission expires: \_\_\_\_\_ Date Signature: \_\_\_\_\_ Deputy court clerk/Notary public

Notary public, State of Michigan, County of \_\_\_\_\_

**ACKNOWLEDGMENT OF SERVICE**

I acknowledge that I have received service of the summons and complaint, together with \_\_\_\_\_ Attachments  
 \_\_\_\_\_ on \_\_\_\_\_  
 Day, date, time  
 \_\_\_\_\_ on behalf of \_\_\_\_\_  
 Signature



STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF KENT

MPD WELDING - GRAND RAPIDS, INC.,

Plaintiff,

v

EMCASCO INSURANCE COMPANY; EMC  
PROPERTY & CASUALTY COMPANY,

Defendants.

Case No. 18- 03031 -CBB

Hon. (P-41017)

COMPLAINT AND JURY DEMAND

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Gregory N. Longworth (P49249)  
CLARK HILL PLC  
Attorneys for Plaintiff  
200 Ottawa Ave. NW  
Grand Rapids, Michigan 49503  
(616) 608-1100

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**COMPLAINT**

There is no other pending or resolved civil action arising out of the transaction or occurrence alleged in the complaint.

This case meets the statutory requirements of MCL 600.8031 to be assigned to the business court. Specifically, this is an action "arising out of business or commercial insurance policies." See MCL 600.8031(2)(f).

1. Plaintiff MPD Welding - Grand Rapids, Inc. ("MPD") is a Michigan corporation with its principal place of business in Kent County, Michigan and doing business in Kent County, Michigan.

2. Defendant EMCASCO Insurance Company is a property and casualty insurer licensed to issue insurance policies in the State of Michigan.

3. Defendant EMC Property & Casualty Company is a property and casualty insurer licensed to issue insurance policies in the State of Michigan.

4. Defendants EMCASCO Insurance Company and EMC Property & Casualty Company (collectively referred to as "EMC") issue policies in Michigan, including in Kent County, Michigan.

5. Venue is proper in this Court as EMC conducts business in Kent County, including insuring MPD's property in Kent County.

6. The amount in controversy exceeds \$25,000.

7. EMC issued to MPD insurance policy 5A1-33-04, a copy of which is in EMC's possession, covering property located at 1903 Clyde Park Avenue SW, Wyoming, Michigan, from loss, including personal property of MPD's customers (the "Policy").

8. The Policy covered the property described in the preceding paragraph at all relevant times to this Complaint.

9. All premiums were paid and current, and the policy was in full force and effect at all relevant times, including on April 30, 2017.

10. Among other things, MPD repairs die blocks and machining belonging to its customers. This involves heating the die blocks and machining in a furnace.

11. On or about April 30, 2017, one of MPD's furnaces overheated causing damage to several customers' die blocks or machining.

12. The total amount of loss to three customers was \$88,242.97, consisting of \$44,565.95 for Paragon, \$42,140.00 for HS Die, and \$1,536.02 for Hansen Balk Steel Treating Company.

13. The applicable limit of insurance exceeds the total amount of loss.

14. The deductible for the loss is \$5,000.00.

15. MPD timely notified EMC that MPD had suffered the losses described in the preceding paragraph.

16. MPD delivered to EMC satisfactory proof of the amount of the loss.

17. EMC owed MPD the duty to timely pay MPD's claim.

18. By letter dated November 6, 2017, EMC denied coverage of MPD's claim.

19. MCL 500.2006 provides for the addition of twelve percent interest on claims where an insurer has failed to make payment of the claim within 60 days of receiving satisfactory proof of loss.

20. EMC has failed to pay all amounts due and owing to MPD.

21. EMC's actions constitute a breach of the Policy and violate MCL 500.2006 and the provisions of the Michigan Insurance Code.

22. As a direct and proximate result of this breach of contract, EMC remains indebted to MPD for its insured losses and any consequential damages that were in the contemplation of the parties when the contract was made or which are the natural and usual consequences of a breach of a property and casualty insurance contract.

23. In addition, EMC owes to MPD twelve percent interest under MCL 500.2006.

MPD requests that this Court enter judgment against EMC in the amount of \$83,242.97, plus twelve percent interest under MCL 500.2006, costs, and actual attorney fees, and such other relief as may be appropriate.

**JURY DEMAND**


MPD demands a trial by jury of all issues in this case.

Respectfully submitted,

CLARK HILL PLC

Date: April 4, 2018

By:

  
Gregory N. Longworth (P49249)

200 Ottawa Ave. NW  
Grand Rapids, Michigan 49503  
(616) 608-1100

Attorneys for Plaintiff